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**Complete Text of the Thirteenth Restatement  
of the Pension Plan Document  
BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST**

**INTRODUCTION**

The Boilermaker-Blacksmith National Pension Trust was established effective June 2, 1960. The Plan Document (formerly referred to as the Rules and Regulations of the Pension Plan, Appendix B to the Trust Agreement Creating the Boilermaker-Blacksmith National Pension Trust) was most recently restated in its entirety, effective October 1, 2009, as the Twelfth Restatement of the Pension Plan Document. Since that time, Amendments 1 through 13 have been adopted.

Effective February 1, 2015, this document sets forth the Thirteenth Restatement of the above-referenced Pension Plan, incorporating Amendments 1 through 13 of the Twelfth Restatement. Pensions or benefits which commenced prior to February 1, 2015, are to be determined under the prior Pension Plan.

**ARTICLE I  
Definitions**

Unless the context clearly indicates otherwise, the following definitions shall govern in the Plan:

**Section 1.01. Annuity Starting Date.**

- (a) **Generally.** The Annuity Starting Date is the first date for which benefits first become payable and shall be the first day of the first calendar month starting after the applicant has fulfilled all of the conditions for entitlement to benefits, including the submission of a completed application for benefits, unless it is deferred by the applicant's election. Notwithstanding the foregoing,
- (1) The establishment of an Annuity Starting Date under this Plan shall also be subject to the other requirements set forth in this Section 1.01, and to the spousal consent requirements set forth in Article VI of the Plan; and
- (2) Effective October 1, 2006, the Annuity Starting Date established with respect to an application that is filed (or postmarked) on or after the fifteenth day of the month shall in no event be earlier than the first day of the second calendar month following the month in which the application was filed or postmarked.
- (b) **Explanation of Benefits.** The Annuity Starting Date shall not be less than 30 days after the Plan provides the Participant a written explanation of the available forms of payment, unless at least one of the exceptions set forth in subsection (c) is met. If none of the exceptions set forth in subsection (c) is met, and the Annuity Starting Date as otherwise established under subsection (a) would not allow the foregoing 30-day notice requirement to be satisfied, then the Annuity Starting Date

set forth in the Trust Agreement, and (3) in a form prescribed by the Board of Trustees or its designee. A Participation Agreement is not effective unless and until it is expressly approved by the Board of Trustees or its designee.

**Section 1.27. Past Service Credit.** Periods of employment prior to the Contribution Date to the extent credited in accordance with Article III of this Plan. For purposes of Section 3.03(d), "Past Service Credit" shall mean, subject to the limitations of Section 3.03(b), all employment in the Boilermaker trade prior to the Participant's first Hour of Work in Covered Employment.

**Section 1.28. Pension Credit.** A unit of credit which is accumulated and maintained for Employees in accordance with the terms of the Plan.

**Section 1.29. Pensioner.** A person who is receiving pension benefits under this Plan.

**Section 1.30. Pension Plan or Plan.** This document, together with any amendments hereto, as adopted by the Board of Trustees.

**Section 1.31. Plan Credit Year.** Effective October 1, 2008, the Plan Credit Year is the period of twelve consecutive months between October 1 of any year and September 30 of the succeeding year. For purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and ERISA regulations, the Plan Credit Year shall serve as the vesting computation period and benefit accrual computation period.

**Section 1.32. Plan Year.** Effective October 1, 2008, the Plan Year is the period from January 1 to the next December 31 upon which the Plan's fiscal records are kept.

**Section 1.33. Regular Contributions.** All Contributions made to the Fund on behalf of an Employee for Hours of Work in Covered Employment on and after February 1, 2009 which are not Supplemental Contributions.

**Section 1.34. Service in the Uniformed Services.** Service in the Uniformed Services means the performance of duty on a voluntary or involuntary basis in a Uniformed Service and includes active duty, active duty for training (such as drills), initial duty training, full time National Guard, and funeral honors duty performed by National Guard and Reserve members, as well as the period for which a person is absent from a position of employment for the purposes of examination to determine fitness to perform any such duty.

**Section 1.35. Spouse.** A person who is legally married to the Participant, pursuant to the requirements of Federal Law, including: 1) effective June 26, 2013 through September 15, 2013, an individual married to the Participant of the same sex if the individuals are domiciled within and have validly entered into marriage in a state whose laws authorize the marriage of two individuals of the same sex; and 2) effective September 16, 2013, an individual married to the Participant of the same sex if the individuals have validly entered into marriage in a state whose laws authorize the marriage of two individuals of the same sex, regardless of domicile.

The term “Spouse” shall not include an individual (whether of the opposite sex or the same sex) who has entered into one of the following relationships with the Participant: a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state.

**Section 1.36. Supplemental Contributions.** That portion of Contributions which is designated by the Trustees as excluded from benefit accruals under the Plan. The amount of a Participant’s Supplemental Contributions shall be equal to 15% of all Contributions credited to such Participant for work in Covered Employment performed between February 1, 2009 and December 31, 2009. The amount of a Participant’s Supplemental Contributions shall be as prescribed in Section 11.13 of the Plan Document for all Contributions credited to such Participant for work in Covered Employment performed on or after January 1, 2010. Supplemental Contributions shall be added as a general asset to the corpus of the Trust.

**Section 1.37. Trust.** The trust fund created and established by the Trust Agreement.

**Section 1.38. Trust Agreement.** The Agreement and Declaration of Trust of the Boilermaker-Blacksmith National Pension Trust.

**Section 1.39. Uniformed Services.** The U.S. Armed Forces, the Coast Guard, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other categories of persons designated by the President in time of war or national emergency.

**Section 1.40. Vested Participant.** An Employee who has fulfilled the service requirements for receipt after retirement of a nonforfeitable pension.

**Section 1.41. Vesting Service.** Hours of Work accumulated and maintained in accordance with Article III and used to determine vesting status.

**Section 1.42 Actuarial Equivalent.** For purposes of Section 6.13 and for benefits accrued on and after October 1, 2012, solely for purposes of converting the Normal Form of benefit to all optional forms, except lump sum payments, the “Actuarial Equivalent” of a benefit shall be determined based on the following:

1. An interest rate of 7.5% per annum;
2. Participant mortality table ( non-disability): RP-2000 Male Combined Healthy Blue Collar;
3. Participant mortality table (disability) RP-2000 Male Disabled Retiree Setback 2 Years;
4. Spouse mortality table; RP-2000 Female Combined Healthy Blue Collar.

**Section 1.43. Normal Form.** For benefits accrued prior to October 1, 2012, the Normal Form of payment is the Single Life Annuity with 60-Months Certain. For benefits accrued on and after October 1, 2012, the Normal Form of payment is the Single Life Annuity.

**ARTICLE VII**  
**Death Benefits**

**Section 7.01. Eligibility for and Amount of Death Benefits.**

**(a) Death Before Retirement.**

(1) **Pre-Retirement Lump Sum Death Benefit (Death prior to Vesting and Prior to Incurring a Permanent Break In Covered Employment).** For deaths occurring on or after October 1, 2001, if a Participant dies prior to meeting the eligibility requirements for an Early Retirement Pension, Age Pension, Vested Pension, or Alternative Vested Pension, then the total amount of Contributions credited to his account, up to a maximum of \$15,000, shall be paid in a lump sum to his designated beneficiary. If the amount of such lump sum payment would be less than \$100.00, no death benefit shall be payable under this Section. If the Participant has previously incurred a Permanent Break in Covered Employment, all contributions prior to the Permanent Break will not be payable.

(2) **Pre-Retirement Sixty-Month Guarantee Death Benefit (death after vesting—automatic form for single participants).** If a Participant who has fulfilled the service requirements for an Age Pension, Early Retirement Pension, Vested Pension, or Alternative Vested Pension dies prior to being awarded a pension under this Plan, his designated beneficiary or the person or persons selected in accordance with Section 7.03 shall, upon application, be entitled to 60 monthly payments in an amount equal to the monthly pension which the deceased Participant would have received had he retired on the date of his death.

(A) If the deceased Participant is under age 55 at the time of his death, the monthly benefit will be determined as if he were age 55 on the date of his death.

(B) If the deceased Participant died at any age prior to Normal Retirement Age as a direct result of, and within 90 days of, an injury incurred on the job while working in Covered Employment, the amount of monthly benefit payable to the designated beneficiary shall be calculated as if the Participant had retired on the day before his death and was 65 on the date of his death.

(C) The total value of the Pension payments, if any, received by the deceased participant during a previous period of retirement shall be deducted from the total value of the 60 monthly payments otherwise due the deceased Participant's beneficiary.

(D) The monthly payments described herein will begin with the first month following the death of the Participant. This benefit shall be payable instead of, and not in addition to, the benefit described in paragraph (1) above.

(E) If the benefit otherwise provided by this paragraph is less than the total amount of the Contributions credited to the Participant, then a lump sum payment equal to the total amount of such Contributions, up to a maximum of \$15,000, shall be made to the designated beneficiary in lieu of the 60 monthly payments.

- (3) **Qualified Pre-Retirement Survivor Annuity (Death after vesting—automatic form for married participants).** If a Vested Participant dies before his Annuity Starting Date but after earning at least one Hour of Work after August 22, 1984, his surviving legal spouse shall be entitled to the Survivor Annuity portion of a 50% Husband and Wife Pension in accordance with the following provisions.

- (A) **Qualified Pre-Retirement Survivor Annuity.** Subject to paragraph (B) below, the surviving legal spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the qualified pre-retirement surviving spouse benefit to which he or she is entitled at any time after the death of the Participant. Payments shall begin as of the surviving legal spouse's Annuity Starting Date, determined under Section 1.01.

The surviving legal spouse may elect to defer the receipt of benefits payable under this Section. Such election shall be made in writing on a form prescribed by the Trustees and filed with the Trustees at any time following the Participant's death.

- (B) **Commencement of the Qualified Pre-Retirement Survivor Annuity.** Payment of the qualified pre-retirement surviving spouse benefit must begin no later than December 1 of the calendar year in which the Participant would have reached age 70½ or, if later, December 1 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a surviving legal spouse who has not applied for benefits by December 31 of the calendar year following the year of the Participant's death, payment to that surviving legal spouse (subject to the provisions of Section 8.07 on small benefit cashouts) shall begin as of that date.
- (C) **Amount of the Qualified Pre-Retirement Survivor Annuity.** The amount of monthly benefit payable to the surviving legal spouse shall be calculated as if the Participant had retired on a 50% Husband and Wife Pension on the day before his death; provided, however, that if the Participant is younger than age 55 on the date of his death, the benefit will be calculated as if he were age 55 on

the date of his death. If the surviving spouse's Annuity Starting Date is after the date the Participant attained (or would have attained) Normal Retirement Age, the benefit shall include any actuarial adjustments to the Participant's accrued benefit which would have applied as of that date.

Notwithstanding the foregoing, if a Participant who is otherwise entitled to a Disability Pension dies during the waiting period defined in Section 4.11 or dies prior to his Annuity Starting Date but after his date of entitlement to Social Security Disability benefits, the 50% Husband and Wife Pension shall be calculated as if the Participant had retired on a Disability Pension on the date of death, if that would yield a greater monthly benefit, provided the Participant has completed, signed and filed an application for pension benefits. If the Participant would have been entitled to an Auxiliary Disability Benefit in accordance with Section 4.11(b) had he survived to his Annuity Starting Date, his spouse shall be entitled to receive 50% of the Auxiliary Disability Benefit which would have been payable to the Participant.

If the Participant dies prior to Normal Retirement Age as a direct result of, and within 90 days of, an injury incurred on the job while working in Covered Employment, the amount of monthly benefit payable to the surviving legal spouse shall be calculated as if the Participant had retired on a 50% Husband and Wife Pension on the day before his death and was 65 on the date of his death.

Notwithstanding the foregoing, if prior to the Participant's death, the Participant elects and files an application for an optional Husband and Wife form of payment and dies prior to his Annuity Starting Date, the Qualified Pre-Retirement Survivor Annuity will be based on the optional form of payment elected. If such a Participant would have been entitled to Auxiliary Disability Benefits in accordance with Section 4.11(b) had he survived to his Annuity Starting Date, the spouse shall be entitled to receive 50% of the Auxiliary Disability Benefit which would have been payable to the Participant had he elected a 50% Husband and Wife form of payment.

- (D) **Coverage.** The provisions of this Section shall apply to Vested Participants who do not have at least one Hour of Work after August 22, 1984, provided that such Participants, if younger than Normal Retirement Age, must file a written election for this coverage. A Participant who had elected the pre-retirement 50% Husband and Wife Pension under the rules of the Plan as in effect prior to August 22, 1984 shall, as of August 22, 1984, be automatically covered under the provisions of this Section.



- (E) **Waiving the Qualified Pre-retirement Survivor Annuity.** A Vested Participant and his legal spouse may reject the automatic pre-retirement 50% Husband and Wife Pension coverage (or revoke a previous rejection) under this Section, in writing, on a form prescribed by the Trustees at any time during the applicable period.
- (i) Any election to waive the 50% Husband and Wife Pension before the Participant's death must be made by the Participant in writing during the election period and shall require the spouse's irrevocable consent in the same manner provided for in Section 6.03.
  - (ii) The election period to waive the qualified pre-retirement 50% Husband and Wife Pension shall begin on the first day of the Plan Credit Year in which the Participant attains age 35 and end on the date of the Participant's death. In the event a Vested Participant separates from service prior to the beginning of the election period, the election period shall begin on the date of such separation from service.
  - (iii) With regard to the election, the Administrator shall provide each Participant within the applicable period, with respect to such Participant (and consistent with Regulations), a written explanation of the qualified pre-retirement 50% Husband and Wife Pension containing comparable information to that required pursuant to Section 6.05(b). For the purposes of this paragraph, the term "applicable period" means, with respect to a Participant, whichever of the following periods ends last:
    - (a) The period beginning with the first day of the Plan Credit Year in which the Participant attains age 32 and ending with the close of the Plan Credit Year preceding the Plan Credit Year in which the Participant attains age 35;
    - (b) A reasonable period after the individual becomes a Participant.
    - (c) A reasonable period after the Plan's exemption from the notice requirement ends;
    - (d) A reasonable period ending after Code section 401(a)(11) applies to the Participant; or
    - (e) A reasonable period after a participant terminates employment.



Benefits provided by this Section shall not be payable, however, if payments were due under the Husband and Wife Pension at the time of death.

- (4) **Pre-Retirement Disability Death Benefit.** Notwithstanding the foregoing, if a Participant who is otherwise entitled to a Disability Pension dies during the waiting period defined in Section 4.11 or dies prior to his Annuity Starting Date but after his date of entitlement to Social Security Disability benefits, the amount of the 60 monthly payments shall be equal to the monthly payment the deceased Participant would have received had he retired on a Disability Pension on the date of his death, provided the Participant has completed, signed and filed an application for pension benefits. If the Participant would have been entitled to an Auxiliary Disability Benefit in accordance with Section 4.11(b) had he survived to his Annuity Starting Date, his beneficiary or beneficiaries shall be entitled to receive the Auxiliary Disability Benefit which would have been payable to the Participant.
- (b) **Death After Retirement.** When a Participant dies following retirement, the death benefits available are based on the benefit option selected at the time of retirement.

- (1) **Single Life Annuity with 60 Months Certain (automatic payment form for single Participants for benefits accrued prior to October 1, 2012).** If a Pensioner dies before receiving a total of 60 monthly pension payments from the Trust, his monthly pension payments shall be continued until a total of 60 such payments have been made to such Pensioner and his designated beneficiary, or the person or persons selected in accordance with Section 7.03, and shall thereupon cease.

Benefits provided by this Section shall not be payable if payments were due under the Husband-and-Wife Pension (Article VI) at the time of death.

- (2) **Single Life Annuity with 120 Months Certain (optional payment form for Participants).** If a Pensioner dies before receiving a total of 120 monthly pension payments from the Trust, his monthly pension payments shall be continued until a total of 120 such payments have been made to such Pensioner and his designated beneficiary, or the person or persons selected in accordance with Section 7.03, and shall thereupon cease.

Benefits provided by this Section shall not be payable if payments were due under the Husband-and-Wife Pension (Article VI) at the time of death.

- (3) **Payments Remaining Under Either Single Life Annuity with 60 or 120 Months Certain Forms.** If the total of the 60 monthly payments or 120 monthly payments provided in this paragraphs 1 and 2 is less than the contributions credited to the Participant, up to a maximum of \$15,000, then in lieu of the remaining monthly payments, the designated beneficiary shall receive a lump sum payment equal to the contributions, up to a maximum of \$15,000, less any payments that were made to the Pensioner.

- (4) **Lump-Sum Post Retirement Death Benefit.** Upon the death of a Pensioner on and after October 1, 2001, a Death Benefit of \$6,000 shall be paid to his designated beneficiary or to the person or persons selected in accordance with Section 7.03, if the Pensioner was receiving a Pension based on at least 10 years of Pension Credit. Notwithstanding the foregoing, if a Pensioner commences participation in the Plan on or after January 1, 1998, 10 years of Future Service Credit shall be required in order to qualify for the Post-Retirement Death Benefit. This benefit is in addition to the payments, if any, provided under any of the benefit forms, including the Single Life Annuity With 60 Months Certain form, the Single Life Annuity with 120 Months Certain form or the Husband and Wife Pension.

**Section 7.02. Designation of Beneficiary.** A Participant may designate a beneficiary to receive any benefits provided under Section 7.01 by filing such designation at the Fund Office on a form prescribed by the Board of Trustees. Subject to Section 6.03, a Participant shall have the right to change his designation of beneficiary without the consent of the beneficiary, but no such change shall be effective or binding on the Board unless it is received by the Fund Office prior to the death of the Participant.

**Section 7.03. Beneficiary Designation Automatically Voided.** Notwithstanding Section 7.02 in the event a Participant's marriage is dissolved, any designation of such Participant's spouse as beneficiary shall be deemed null and void as of the date of dissolution unless the Participant re-designates such spouse as his beneficiary subsequent to the dissolution.

**Section 7.04. Failure to Designate Beneficiary or Death of Beneficiary.** If no beneficiary is designated by a Participant or if a designated beneficiary predeceased the Participant, the benefits provided under Section 7.01 shall be paid to the surviving spouse, or, if none, then to the Participant's surviving children, or, if none, then to the Participant's surviving grandchildren, or, if none, then to the Participant's surviving parents, or, if none, then to the Participant's surviving brothers and sisters, or, if none, then to the Participant's estate.

- (a) If a primary designated beneficiary dies after the Participant's death, the benefits payable after the primary designated beneficiary's death, if any, shall be payable to the remaining primary designated beneficiary(ies), if any. If there are no remaining primary designated beneficiaries, the benefits shall be payable to the contingent beneficiary(ies), if any, designated by the Participant. If there are no contingent designated beneficiaries, the benefits shall be payable in accordance with the deceased Participant's order of precedence under this Section.
- (b) Any benefits owed to the Participant at the time of death (such as payments due for past months that have not yet been paid) will be considered payable to the Participant's estate; only benefits which first become payable after the Participant's death shall pass to the beneficiary. Should a beneficiary die before receiving payment, any benefits owed to the beneficiary at the time of death (such as payments due for past months that have not yet been paid) will be considered payable to the beneficiary's estate; only benefits which first become payable

following the beneficiary's death shall pass in accordance with the deceased Participant's Order of Precedence.

- (c) Diligent efforts will be made to locate any missing Participants or named Beneficiaries. However, the Trust will not make attempts to locate potential heirs under the Order of Precedence. If death benefits (other than benefits due under a joint and survivor annuity or period certain life annuity) are payable under Section 7.01 to a designated beneficiary or under the Order of Precedence and no party comes forward to claim the benefit by December 31 of the calendar year containing the fifth anniversary of the Participant's death, the benefit shall be deemed abandoned and forfeited and will revert to the corpus of the Trust. No person shall have any right to receive such a death benefit with respect to the Participant's pension benefits after December 31 of the calendar year containing the fifth anniversary of the Participant's death if a claim, request, or application for the benefit was not made before such date.

**Section 7.05. Impact of Intentionally Felonious Conduct.** Notwithstanding Sections 7.02 and 7.04, no death benefit shall be paid to a person or his or her estate where the Participant's or beneficiary's death is caused by the person's intentional felonious conduct.

**Section 7.06. Effect of Qualified Domestic Relations Order.** The rights of a prior Spouse or other family member to any share of a Participant's benefit, as set forth under a Qualified Domestic Relations Order which has been submitted to and accepted by the Plan, shall take precedence over any claims of the Beneficiary or other person entitled to benefits under this Article, at the time of the Participant's death. Only Qualified Domestic Relations Orders which have been submitted to and accepted by the Plan are sufficient to secure the rights of a prior Spouse or other family member under this paragraph.

## ARTICLE X Claims and Appeals

### Section 10.01. Claims and Appeals Procedures.

- (a) No Employee, Participant, Retired Employee, Beneficiary, or other person shall have any right or claim to benefits under the Trust and the Plan, or any right or claim to payments from the Fund, other than as specified within this Plan document. Any dispute as to eligibility, type, amount, duration of benefits or any right or claim to payments from the Fund shall be resolved by the Board or its designated representative under and pursuant to the Trust and the Plan, and its decision of the dispute, right or claim shall be final and binding upon all parties. No action may be brought for benefits under the Trust or the Plan or to enforce any rights under the Plan until after the claim has been submitted to and determined by the Board of Trustees or its designated representative (which may include the Fund Office or any subcommittee of the Board delegated authority regarding claims, or appeals of denials of claims), and the denial has been upheld on review by the Board of Trustees or a designated Committee of Trustees to which authority to make final decisions on appeal has been granted, and only subject to such judicial review as may be required by applicable law.

- (b) **Claim Filing.** A claim shall be initiated by the filing of a completed and signed application form furnished by the Fund Office. If the application form is not substantially complete, or if required documentation has not been furnished, the claimant will be notified as soon as reasonably possible what is necessary to complete the claim.

Claimants may pursue benefit claims through authorized representatives. The Plan will recognize the following individuals as representatives for claims and claim review requests:

- (1) An adult participant or beneficiary may speak on his or her own behalf.
  - (2) A parent (natural or adoptive) may speak on behalf of his or her minor child who is a beneficiary of this Plan.
  - (3) A person specifically designated by a participant, in writing, as the participant's authorized representative may speak on behalf of the participant. The Plan reserves the right to request additional information to determine whether a person is, in fact, authorized to act for the participant.
  - (4) A person authorized by a court, a statute, or a valid power-of-attorney.
- (c) **Initial Benefit Determination.** Approval or denial of the claim will normally be made within ninety (90) days after the claim has been received by the Plan. If additional time is required in special cases, the claimant will be notified in writing of the special circumstances requiring an extension of time and of the date by

which the Plan expects to render the final decision, which will be not more than ninety (90) days from the end of the initial time period. Written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. If additional information is required, the claimant will be notified and requested to furnish the necessary data within the 180-day time period specified by this provision.

- (d) **Notice of Denial.** If the claim is wholly or partially denied, written notice will be mailed to the claimant citing, in a manner reasonably calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent Plan provisions on which the denial is based; (3) a description of the additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; (4) an explanation of the Plan's review procedure; and (5) a statement of the claimant's right to sue under Section 502(a) of ERISA after exhaustion of the review procedures.
- (e) **Filing of Appeal.** Any claimant who applies for benefits and is ruled ineligible, or who believes he or she did not receive the full amount of benefits to which he or she is entitled, or who is otherwise subject to an adverse benefit determination, shall have the right to appeal to the Board of Trustees, requesting review of the denial or other adverse benefit determination. The appeal will be decided by the Board of Trustees or by a committee of Trustees that has been allocated the authority and responsibility for making a final decision. The Trustees have discretion to decide whether a particular appeal is decided by the full Board or by a designated committee, and the claimant shall have no right to demand that his or her appeal be heard by the full Board or by any particular committee or other subgroup of Trustees. (References hereafter in this Section 10.01 to "Trustees" refer either to the full Board of Trustees or to the designated committee deciding the particular appeal.) The Trustees will give full and fair review to all appeals.

All appeals must be made in writing and must state the grounds on which the claimant believes he or she is entitled to relief. The written notice of appeal must be sent to the Trustees within 60 days after notification of the denial of the application for benefits (or claim). Failure to file a written notice of appeal within the time period prescribed will operate as a complete waiver of and bar to the right to appeal, and preclude judicial review.

- (f) **Scheduling of Appeal.** The Trustees will review a properly filed appeal at the next regularly scheduled quarterly meeting, unless the notice of appeal is received by the Trustees within thirty (30) days preceding the date of such meeting. In such case, the appeal will be reviewed no later than the date of the second quarterly meeting following the Trustees' receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which case a benefit determination will be rendered not later than the third quarterly appeals meeting following the Trustees' receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, such as the need to investigate the facts relating to the claim, then prior to the commencement of the

extension, the Plan will notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made.

(g) **Appeal Procedures.**

- (1) The claimant shall be entitled to submit in writing issues, comments, documents, records, and other information relating to a claim.
- (2) The claimant may appear in person, at his or her own expense, and address the Trustees only if the claimant makes such request in his or her notice of appeal and if the Trustees, in their sole discretion, determine that the claimant's attendance would be helpful or if the Trustees, in their sole discretion, determine that a hearing is necessary to resolve disputed factual issues. If the claimant is granted permission to appear before the Trustees, the claimant shall also have the right to be represented by legal counsel at his or her own expense in the presentation of the appeal.
- (3) The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. A document, record, or other information is relevant if:
  - (A) It was relied upon by the Plan in making the decision;
  - (B) It was submitted, considered, or generated (regardless of whether it was relied upon); or
  - (C) It demonstrates compliance with the claims processing requirements or the procedural safeguards established to ensure or to verify consistent decision-making.
- (4) The Trustees will review all comments, documents, records, and other information submitted by the claimant related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination.
- (5) The Trustees will not afford deference to the initial adverse benefit determination, but will decide the claim anew.

- (h) **Decision of Trustees.** The Trustees will issue a written notice of their decision on review within five days after the determination is made. The notification of the decision will include, in a manner reasonably calculated to be understood by the claimant:



- (1) The specific reasons for the decision.
  - (2) The specific references to pertinent Plan provisions on which the decision is based.
  - (3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits.
  - (4) A statement of the claimant's right to bring a civil action under ERISA §502(a).
- (i) **Trustees' Authority.** The Trustees shall have complete discretion to construe, interpret, and apply all terms and provisions of this Plan document and the Trust Agreement in resolving any dispute in accordance with these rules, including the discretion to determine the standard of proof required. The Trustees' findings and their determination of any dispute shall be final and binding upon all parties to the dispute. No action may be brought for benefits provided by this Plan document or any amendment or modification, or to enforce any right granted under the Plan, until after the claim has been submitted to and determined by the Trustees. The decision of the Trustees shall receive judicial deference unless the Trustees have abused the discretion granted to them under the Plan document and Trust Agreement.

All questions or controversies, of whatever character, arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, or as to the construction of language or meaning of this Plan document or the Trust Agreement, or as to any writing, decision, instrument, or account in connection with the operation of this Plan, shall be submitted to the Trustees for decision. The decision of the Trustees shall be final and binding on all persons dealing with the Plan or the Trust or claiming any benefit under the Plan.

**Section 10.02. Limitation of Actions.** Following the exhaustion of the Plan's Appeal Procedures, a claimant may bring a civil action under ERISA § 502(a). Except as otherwise provided in ERISA § 413, no suit shall be commenced against the Trust, a fiduciary, or a Fund employee, under (i) ERISA § 502(a); or (ii) any other federal or state law based on any claim or cause of action arising out of the administration or management of the Trust, more than two (2) years after the later of the date of an adverse benefit determination by the Trustees or the date on which the claim or cause of action arises.